NOTIFICATION OF STATEWIDE CONTRACT

March 13, 2008

CONTRACT TITLE: Express and Ground Small Package Shipping Services

CURRENT CONTRACT PERIOD: July 1, 2008 through June 30, 2009

BUYER INFORMATION: Laura Ortmeyer

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	Original Contract Period	Potential Final Expiration	
RENEWAL INFORMATION	July 1, 2004 through June 30, 2007	June 30, 2009	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY.** PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.

However, state agencies may continue to use the United States Postal Service for their shipping needs.

Additionally, state agencies are not required to utilize the contract for International shipments.

Local Purchase Authority shall <u>not</u> be used to purchase supplies/services included in this contract unless specifically allowed by the contract terms.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE- MENT
C304070001	Contract Vendor No 3624073810 1 Payment Vendor No. – 3624073810 0	United Parcel Service 13818 Rider Trail Drive Earth City, MO 63045-1204 Contact: Dennis Ragan Phone - (314) 770-3934 Fax - (314) 344-3795 Email - upsmobid@ups.com dragan@ups.com	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
07/01/08 through 06/30/09	March 13, 2008	Renewal.
07/01/07 through 06/30/08	November 1, 2007	The contract has been amended to reflect a reduction in the price for the insurance coverage. Rather than \$0.55, the insurance premium shall be \$0.45 per \$100 of declared value. However, a shipment is automatically protected against loss or damage up to \$100.00 without a declaration of value.
07/01/07 through 06/30/08	October 24, 2007	Dennis Ragan is the new contact person for UPS.
07/01/07 through 06/30/08	June 4, 2007	Renewal.
07/01/04 through 06/30/07	August 15, 2006	Changed the phone number for the contact person, Patty Hall, for UPS.
07/01/04 through 06/30/07	July 7, 2006	Patty Hall is the new contact person for UPS. Changes to the Statewide Contract Notification have been highlighted in brown.
07/01/04 through 06/30/07	August 3, 2005	The rates for FY06 are posted on the Internet. In order to qualify for the state discounted rates, do not use the credit card on UPS.com.
07/01/04 through 06/30/07	April 21, 2005	Amendment 002 provided discounted rates for International shipments. (Changes/Additions have been highlighted in green.)
07/01/04 through 06/30/07	January 28, 2005	Updated the UPS email address – upsmobid@ups.com UPS is now accepting payments via P-Card, via Amendment 001.
07/01/04 through 06/30/07	October 29, 2004	Reissuance of Statewide Contract Notification (Information regarding the Payment Vendor Number [front page] and UPS Invoice Number [item 16] is provided. Changes/Additions have been highlighted in red.)
07/01/04 through 06/30/07	July 28, 2004	Reissuance of Statewide Contract Notification (Changes/Additions have been highlighted in blue.)
07/01/04 through 06/30/07	July 1, 2004	Initial issuance of new statewide contract

INSTRUCTIONS TO STATE AGENCIES

- 1. UPS pricing is firm and fixed for the duration of the contract. Discounts, which incorporate the state's total volumes, are incorporated into UPS's unit pricing.
- 2. As a general cost savings consideration, state agencies should carefully analyze delivery needs before ordering. The savings between morning delivery and afternoon delivery can be significant. Additionally,

8:00 a.m. delivery, in general, is very costly. As an example, UPS rates for a letter sent to a commercial location are as follows:

8:00 a.m (UPS Next Day Air Early A.M.)	\$48.26
10:00 a.m. (UPS Next Day Air)	\$6.82
Afternoon (UPS Next Day Air Saver)	\$5.60
2nd Day (UPS 2nd Day Air)	\$4.76
Ground (UPS Ground)	\$3.78

- 3. **GROUND DELIVERY IN MISSOURI** -- UPS guarantees one-day ground delivery to 97% of Missouri zip codes. Since deliveries to most Missouri locations can be made in one-day and in order to maximize savings (see example listed above), state agencies should take advantage of the ground delivery in lieu of the more expensive air express. In addition, UPS quoted a rate of \$3.78 for 1 to 9 pound packages shipped to Zone 2.
- 4. **REPORTS** -- UPS will provide regular reports to DPMM which reflect statewide contract usage. Upon request, UPS will also provide a report directly to a state agency for usage specific to the particular state agency.
- 5. **INBOUND SHIPPING (FREIGHT COLLECT)** -- UPS will also honor the contract pricing if agencies are paying for inbound package shipping billed by a third-party, as long as the state agency's proper account number is provided. State agencies should not confuse this with Third Party Billing. Third Party Billing does not receive discounted rates. Any agencies that have a need for Third Party Billing should contact the UPS contact person identified on the first page of this Notification of Statewide Contract.
- 6. **ESTABLISHING ACCOUNT NUMBERS** State agencies can establish an account by sending an email to upsmobid@UPS.com and include your agency name, contact person, address, and phone number to be contacted. A UPS representative will contact you to set up your UPS account. Also, if planning on paying for the service via the procurement card, indicate such within the email.
- 7. **RESIDENTIAL DELIVERIES** -- UPS has provided separate pricing for commercial and residential destinations. UPS's residential surcharge has been included in the residential rates. Therefore, no additional charge will be added to the rates for a residential delivery.
- 8. If your state agency encounters any problems regarding quality of the service, complaints must be sent to the Division of Purchasing and Materials Management in writing to the attention of the buyer shown on the first page.
 - In addition, to help the Division of Purchasing and Materials Management monitor the performance of the contractor and ensure quality services are provided to state agencies, state agencies are strongly encouraged to submit documentation regarding contractor performance. State agencies are encouraged to complete the attached customer survey regarding the contract and contractor performance.
- 9. **SUPPLIES** -- State agencies should call 1-800-PICK-UPS (1-800-742-5877) or go to www.ups.com or http://www.ups.com/content/us/en/shipping/index.html to order supplies (e.g. preprinted air labels, envelopes, packages, and pouches to put internet labels into). The state agencies are advised that UPS does not provide shipping containers for ground shipments. The UPS shipping containers are for express shipments only.
- 10. **INTERNATIONAL** -- Although state agencies are not required to use the contract for international shipping, state agencies can obtain UPS's discounted international rates. See the Pricing Pages attached to this Notification of Statewide Contract for the discounted international rates.
- 11. **SCHEDULING A PICK-UP** -- State agencies can schedule a pick up by calling 1-800-PICK-UPS or via http://www.ups.com/content/us/en/shipping/index.html. However, state agencies are advised that a \$3.00

- to \$5.00 per package surcharge will apply. State agencies can avoid this surcharge if the boxed and labeled package is taken to a UPS dropbox or UPS Store. The nearest UPS Store and/or drop box can be located at: http://www.ups.com/content/us/en/shipping/index.html. Labels can be generated at www.ups.com or via Worldship (UPS shipping software provided to daily pick up customers only).
- 12. **DELIVERY AREA SURCHARGE** -- State agencies are advised that a Delivery Area Surcharge will apply for deliveries to specified zip codes. A listing of the zip codes within the United States for which a surcharge would apply can be found at: http://www.ups.com/content/us/en/shipping/cost/zones/on_demand.html.
- 13. *UPS RATE AND SERVICE GUIDE* -- The *UPS Rate and Service Guide* can be downloaded at: http://www.ups.com/content/us/en/resources/service/download.html.
- 14. **DEFINITIONS** -- A listing of the contracted services, the description of each service, and the applicable Pricing Page is listed below:

SERVICE	DESCRIPTION	PRICING PAGE
UPS Next Day Air Early A.M. Letter	Guaranteed Overnight by 8:00 or 8:30	Comm1799F
Commercial	a.m.	Committy
UPS Next Day Air Early A.M. Letter	Guaranteed Overnight by 8:00 or 8:30	Res1808F
Residential	a.m.	KCS10001
UPS Next Day Air Early A.M. Package	Guaranteed Overnight by 8:00 or 8:30	Comm11816F
Commercial	a.m.	0011111110101
UPS Next Day Air Early A.M. Package	Guaranteed Overnight by 8:00 or 8:30	Res1822F
Residential	a.m.	
UPS Next Day Air Letter Commercial	Guaranteed Overnight by 10:30 a.m.	Com7278T
UPS Next Day Air Letter Residential	Guaranteed Overnight by 10:30 a.m.	Res7283C
UPS Next Day Air Letter Freight Collect Commercial	Guaranteed Overnight by 10:30 a.m.	ALL04047F
UPS Next Day Air Package Commercial	Guaranteed Overnight by 10:30 a.m.	Co7421T
UPS Next Day Air Package Residential	Guaranteed Overnight by 10:30 a.m.	Re7426C
UPS Next Day Air Package Freight Collect Commercial	Guaranteed Overnight by 10:30 a.m.	ALL0420F
UPS Next Day Air Saver Letter Commercial	Guaranteed Overnight by 3:00 p.m.	Comm7430T
UPS Next Day Air Saver Letter Residential	Guaranteed Overnight by 3:00 p.m.	Re7343C
UPS Next Day Air Saver Letter Freight Collect Commercial	Guaranteed Overnight by 3:00 p.m.	ALL0428F
UPS Next Day Air Saver Package Commercial	Guaranteed Overnight by 3:00 p.m.	Comm7455T
UPS Next Day Air Saver Package Residential	Guaranteed Overnight by 3:00 p.m.	Re7484C
UPS Next Day Air Saver Package Freight Collect Commercial	Guaranteed Overnight by 3:00 p.m.	ALL0432F
UPS 2nd Day Air Letter Commercial	Guaranteed Two-Day	Comm7506T
UPS 2nd Day Air Letter Residential	Guaranteed Two-Day	Res7524C
UPS 2nd Day Air Letter Freight Collect Commercial	Guaranteed Two-Day	ALL0455F
UPS 2nd Day Air Package Commercial	Guaranteed Two-Day	Com7546T
UPS 2nd Day Air Package Residential	Guaranteed Two-Day	Res7565C
UPS 2nd Day Air Package Freight Collect Commercial	Guaranteed Two-Day	ALL0462F
UPS 3 Day Select Package Commercial	Guaranteed Three-Day	Comm7569T

SERVICE	DESCRIPTION	PRICING PAGE
UPS 3 Day Select Package Freight Collect Commercial	Guaranteed Three-Day	ALL0466F
UPS Ground Commercial	Guaranteed Day-Definite	7605T
UPS Ground Residential	Guaranteed Day-Definite	7613C
UPS Ground Package Freight Collect Commercial	Guaranteed Day-Definite	ALL0499F
Export Worldwide Express Letter	Guaranteed One or Two Days	ALL9411G
Export Worldwide Express Package	Guaranteed One or Two Days	ALL9565G
Export Worldwide Expedited Package	Guaranteed Day-Definite Two to Five Days	ALL9576G
Import Worldwide Express Letter	Guaranteed One or Two Days	9589G
Import Worldwide Express Package	Guaranteed One or Two Days	9627G
Import Worldwide Expedited Package	Guaranteed Day-Definite Two to Five Days	9638G

- **15. PURCHASE ORDER --** Per the SAM II procedures, all purchases off an established contract must be processed with a purchase order (either a PGQ or SC) regardless of the value of the procurement.
- **16. UPS Invoice Number** When processing payment in SAM II, delete the four zeros at the beginning of the UPS' invoice number.

PRICING

Contract pricing is provided on the attached documents. Two documents are attached that provide the UPS rates through June 30, 2009: one in an Excel format and the other in a PDF format. A separate document is provided for the current accessorial charges.

CONTRACT REQUIREMENTS

1.1 General Requirements:

- 1.1.1 The contractor shall provide intrastate, interstate, and international express and ground small package shipping services for any state agency of the State of Missouri in accordance with the provisions and requirements stated herein.
 - a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a Department of Missouri State Government. Additionally, the contractor shall agree and understand that a state agency may be located anywhere within the State of Missouri. For the purposes of this document, this shall also include the University of Missouri system and the Judicial and Legislative branches of the State of Missouri.
 - b. Express and ground mail services shall include any small (<150 pounds) package expedited delivery system with guaranteed on-time delivery commitments priced per package.
- 1.1.2 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. However, with the exception of international small package shipping services, any state agency needing express or ground small package shipping services shall be required to use the contract, unless the Division of Purchasing and Materials Management grants an exemption.
- 1.1.3 The contractor shall ensure that the State of Missouri can begin shipping packages in accordance with the provisions, requirements, and pricing of the contract no later than the timeframe specified on Exhibit C.
- 1.1.4 The contractor's shipping services must include, at a minimum:
 - a. Next business day delivery which must include Early Next Morning by 8:00 a.m., Next Morning by 10:30 a.m., and Next Afternoon by 5:00 p.m.
 - b. Second business day delivery
 - c. Third business day delivery
 - d. Ground delivery
 - e. International

1.2 Performance Requirements:

- 1.2.1 The contractor shall establish one Missouri-wide master billing account number, with unique billing codes for each state agency.
 - a. For each account established, the contractor shall establish the name, address, and telephone number of the contractor's Account Coordinator(s) with the assistance of the state agency establishing the account.
- 1.2.2 For each state agency, the contractor shall provide at no charge an adequate supply of envelopes, various shipping containers for express mail, forms, shipping labels, etc., necessary to package, record, and identify the item being shipped. However, the contractor shall agree and understand that each state agency may obtain and utilize shipping containers, shipping labels, and other such packing material from sources other than the contractor-provided packing material. However, the state agency shall ensure that the packing material used shall meet the contractor's packaging standards as outlined in the contractor's awarded proposal.
 - a. In addition, the contractor shall furnish the state agencies with blank bill of lading forms. The state agency shall utilize the bill of lading to document package shipments.

- b. If requested by a state agency and if agreeable to the contractor, the contractor shall provide all equipment, computer systems(s), software, printer(s), and shipping labels necessary to produce the documents and shipping labels necessary to ship packages. In addition, the contractor's computer system shall have the ability to generate a daily manifest of the state agency's packages. The state must be able to generate the manifest in either a hardcopy format or via electronic transmission to the contractor. The contractor's computer system must also have the ability to generate shipping labels to include a "Special Delivery" field on the shipping label.
- c. If requested by the Missouri Lottery, the contractor shall provide boxes at no charge for use in the shipment of Lottery Tickets. The boxes may identify the contractor, but must not identify the Missouri Lottery.
- 1.2.3 The state agency shall package all materials and documents in the appropriate manner mandated for transportation. The contractor may refuse to accept damaged packages or any shipments that are not adequately or appropriately packaged considering the item(s) being shipped.
 - a. The contractor must be able to transport a wide variety of materials. Unless otherwise specified in the contractor's awarded proposal, the contractor shall accept for shipment a variety of hazardous, dangerous, or other material determined to be restricted items. The state agency shall comply with applicable federal and stated regulations concerning the packaging of shipments of hazardous, dangerous, or other material determined to be restricted.
- 1.2.4 The contractor shall pick up packages from the individual state agencies on a scheduled and non-scheduled basis.
 - a. Upon request by the state agency, the contractor shall meet with the state agency to establish a routine pick up schedule based upon the operational requirements of the state agency.
 - b. Each state agency shall notify the contractor of the address locations requiring pickup service.
 - c. The contractor shall pick up packages from the state agencies, regardless of the state agency's volume or the number of address locations where each state agency conducts business.
 - d. The contractor shall pick up packages from the state agencies during normal business hours (typically between the hours of 8:00 a.m. and 5:00 p.m.), Monday through Friday, except for the contractor's recognized holidays. In the event a state agency office is closed due to a state-observed holiday or other occasion, the contractor shall pick up packages from the state agency on the state agency's next working day.
 - e. For non-scheduled package pick-ups, the contractor shall pick up such packages within a timeframe that would allow for the shipment to meet required delivery timelines.
- 1.2.5 The contractor shall provide for its own parking during the performance of the services specified herein and/or make arrangements with the appropriate building manager.
- 1.2.6 The contractor shall have and maintain package drop-off locations throughout the State of Missouri. The state agencies shall be able to utilize these locations to drop-off packages utilizing the state agency's unique billing account and shipper number on the packages.
- 1.2.7 The contractor shall provide insurance coverage for each package shipped that will protect the state agency in the event of a lost package or damage to the package. The contractor's minimum insurance level shall be as specified in the contractor's awarded proposal and shall be provided at no cost to the state agency. In addition to the minimum insurance coverage, the contractor shall have additional insurance coverage available for purchase by the state agency in the event the state agency elects additional coverage due to the value of the shipment.

- 1.2.8 In the event a package is lost or damaged during shipment, the contractor shall immediately contact the state agency for instructions and provide a detailed lost/damage report and damage claim assistance. If requested by the state agency, the contractor shall return the package to the state agency within two working days of such request.
- 1.2.9 For delivery to commercial/business locations, the contractor must obtain the consignee's signature to show proof of delivery. However, for delivery to residential locations, the contractor must obtain the consignee's signature only if specified by the state agency.
- 1.2.10 In the event the contractor fails to deliver or erroneously delivers a package, the contractor shall take immediate corrective action to make the correct delivery.
- 1.2.11 The contractor must have an automated tracking system capable of locating packages and providing a status within two (2) hours of the inquiry by the state agency. The information available from the tracking system shall include, at a minimum, pickup date and location, delivery date and location, and receiver. If the package has not yet been delivered, the information available from the tracking system shall include, at a minimum, pickup date and location plus last known location and date.
 - a. Upon request by the state agency, the contractor shall furnish delivery confirmation to the state agency for a specified shipment.
 - b. The contractor must maintain sufficient shipment records to answer state agency inquiries concerning the shipment.
- 1.2.12 In the event the contractor is unable to make a signature-required delivery, an attempted delivery notice must be left at the consignee's address indicating a delivery has been attempted and providing appropriate instructions concerning contacting the contractor and future delivery attempts. Unless otherwise requested by the state agency, the contractor must make additional attempts before returning the package to the state agency. If the contractor is unable to deliver the package, the contractor shall return the package to the state agency within ten days of the contractor's last attempted delivery.
- 1.2.13 The contractor shall notify the state agency of any address corrections.
- 1.2.14 The contractor shall closely coordinate all services and communication with state agency personnel.
 - a. The contractor must provide a toll-free telephone inquiry and Internet web access for purpose of package pickup, delivery, bill resolution, envelope supply, shipment tracking, and other issues related to the services required herein.
 - b. In addition, the contractor shall provide the name of an individual to contact concerning problem resolution and the telephone number, fax number, and email address of such individual.
- 1.2.15 With the written approval of the state agency or the building manager of a state owned facility, the contractor may furnish and install lock boxes, letter centers, drop boxes, etc. In the event of such, the lock boxes, letter centers, drop boxes, etc., shall remain the property of the contractor, and shall be removed upon the request of the state agency or the building manager. The contractor shall pick up the packages in the lock boxes, letter centers, drop boxes, etc., on a daily, scheduled basis. The placement of lock boxes, letter centers, drop boxes, etc., must be arranged with the state agency or building manager.
- 1.2.16 The contractor's personnel shall adhere to all security guidelines specified by the state agency.
 - a. The contractor's vehicles must be properly marked and equipped with all required identification information. The contractor's personnel shall wear a complete and identifiable uniform, including a badge, with the contractor's name on the uniform and badge.
- 1.2.17 The contractor shall provide security sufficient at all times to protect packages from loss or theft.

- 1.2.18 The contractor shall have an established safety program which shall include, but not necessarily be limited to, vehicle maintenance and inspection, and procedures for driver selection, screening, and monitoring.
 - a. The contractor's drivers shall have a valid operator's license.
- 1.2.19 The state agency shall make every effort to provide space for all necessary equipment supplied by the contractor, which remains on the state agency's premises. The contractor shall maintain equipment in good operating condition. The State of Missouri shall assume no liability for such equipment.
- 1.2.20 Unless otherwise specified herein, the contractor shall furnish all transportation, material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 1.2.21 The contractor must comply with the Performance Standards listed on Exhibit D at the level indicated. In addition, the contractor must comply with the guaranteed delivery times specified on the Pricing Page.
- 1.2.22 COD Deliveries The contractor must have the ability to collect payments at the time of delivery. The contractor shall remit the collections to the state agency with 14 days after the date of the delivery.
- 1.2.23 The contractor shall provide the state agencies with at least 10 days prior notice of an impending strike or work delay. The state agency reserves the right to utilize an alternate source of small package shipping services for the 10 days prior and 30 days after an actual strike or work delay.
- 1.2.24 If agreeable by the contractor and if requested by a state agency, the state agency shall be allowed to treat the multiple packages to a single destination as a single shipment in terms of weighing the packages together and generating shipping labels. The contractor shall allow for such at no additional charge to the state agency. For example, a 60-pound shipment may be packaged into two packages, one weighing 28 pounds and another weighing 32 pounds, with two shipping labels being generated specifying 30 pounds for each package.
- 1.2.25 The contractor shall have the ability to deliver packages after 5:00 p.m. Additionally, the contractor shall have the ability to delivery packages to an alternate address specified by the state agency on the shipping label.
- 1.2.26 The contractor shall ensure that all the contractor and subcontractor's employees that handle package are bonded.
- 1.2.27 If requested by a state agency and if agreeable to the contractor, the contractor shall allow the state agency to extend the provisions, requirements, and pricing of the contract to incoming shipments (e.g. vendors shipping goods to the state agency utilizing the state agency's account).
- 1.2.28 If requested by the Missouri Lottery, the contractor shall provide a small tractor-trailer truck at the Missouri Lottery's distribution center to allow for the Missouri Lottery's loading of packages. The truck should be equipped with a conveyor mechanism that could be used with the Missouri Lottery's current conveyor. The contractor shall provide such truck each day, Monday through Friday from 6:30 a.m. to 4:00 p.m., except for the contractor's recognized holidays.
- 1.2.29 The Missouri Lottery currently uses the services of a delivery tracking service to track and request reimbursements for late shipments. The contractor shall agree and understand that the Missouri Lottery reserves the right to continue to use the agent to track and submit requests to the contractor for reimbursements for late deliveries, on behalf of the Missouri Lottery.

1.3 Reporting Requirements

1.3.1 By the 15th of each following month, the contractor shall submit a usage report to the Division of Purchasing and Materials Management of the services provided for all of the various state agencies during

the previous month. The contractor must submit the report utilizing either the report format included herein as Attachment #2, or a similar format approved by the Division of Purchasing and Materials Management. However, at a minimum, the report must contain the information listed on Attachment #2. The usage report must include, at a minimum, all packages shipped via electronic shipment method. If the contractor is unable to include the hand-processed packages within the usage report, the contractor shall submit a summary report for such hand-processed packages. The contractor must submit the report electronically, in a format specified by the Division of Purchasing and Materials Management. The monthly reports shall include: (1) Summary Shipment Data by Agency, (2) Package Level Data, and (3) Tracking of Lost/Damaged Packages.

- a. In addition, the contractor shall submit the usage report to any state agency requesting such report in a frequency requested by such state agency. The contractor shall submit the usage report to the requested state agency for only those services provided for the specific state agency.
- b. The contractor shall work in good faith with the Division of Purchasing and Materials Management, should the need arise, to develop additional reports containing other information.
- 1.3.2 If requested by the state agency, the contractor must provide an electronic listing of the firm, fixed contract prices, as quoted in the contractor's awarded proposal, to the State of Missouri's postage meter rental contractor(s) so that such prices can be entered on the State's mail processing systems located at various state agencies throughout the State of Missouri. The State of Missouri currently has or has had postage meter rental contracts and/or mail processing systems from Pitney Bowes, NeoPost, (Bowe) Bell & Howell, and Ascom. Therefore, the contractor must ensure that the electronic listing of the contractor's prices is in a format compatible with such mail software vendors' software and machinery. Additionally, the prices must be provided in a manner that conforms to the pricing structure established on the Pricing Page. In the event the firm, fixed contract prices change at any time during the term of the contract, as allowed pursuant to the terms of the contract, the contractor shall provide the current prices to the State of Missouri's postage meter rental contractor(s).
- 1.3.3 The contractor shall retain, and make available to the State of Missouri, all books, records, and other documents relevant to the contract for a period of eighteen (18) months after final payment or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the eighteen (18) month period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it, or until the end of the regular eighteen (18) months period, whichever is later. The contractor shall allow authorized representatives of the state agency, other State of Missouri agencies, and federal government to inspect these records upon request. The contractor shall comply with the requirement set forth in the Single Audit Act of 1996 (31 US 7501-7), OMB Circular A-133, revised June 24, 1997, as if fully set out. The contractor further agrees that any audit disallowance pertaining to this contract shall be the sole responsibility of the contractor.

1.4 Invoicing and Payment Requirements:

- 1.4.1 At least monthly but no more often than weekly, the contractor must submit an itemized invoice to each state agency that utilized contractor's services.
- 1.4.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page. The contractor must not invoice and the state agency shall not pay for any service provided for which a price was not quoted on the Pricing Page.
 - a. The prices stated on the Pricing Page shall be applicable to all state agencies, including the University of Missouri.
 - b. In the event of a conflict of prices within the contractor's awarded proposal, the state agency shall be entitled to the pricing most advantageous to the state agency.

- 1.4.3 Each state agency shall be solely responsible for payment for only those services requested by that state agency.
- 1.4.4 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
 - a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

http://www.oa.state.mo.us/purch/vendorinfo/vendorach.pdf

- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- 1.4.5 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor.